

APPENDIX 1 - Current Special Stipulations

SPECIAL STIPULATIONS FOR
BROKEN TRAILS, INC.
SPECIAL RECREATION PERMIT
OR-020-RP-01-06
BURNS DISTRICT

Administrative

1. Broken Trails, Inc., must contact the Burns District Office at least 3 days before a scheduled trip. This can be done by telephone, letter or by e-mail.
2. Broken Trails, Inc., agrees to make all relevant books, documents, papers, and records of his/her operation available to Bureau of Land Management (BLM) upon request (as outlined in 43 CFR 8372.5) for analysis by qualified representatives of BLM and other Federal agencies authorized to review BLM's permitting activities.
3. BLM reserves the right to put Broken Trails, Inc., on probation, suspend or revoke a permit for reasons such as, but not limited to, noncompliance with stipulations, failure to provide services specified in the operation plan or untimely permit reporting or use fee payments.
4. A Post-Use Report will be submitted within 15 days of the last day of use authorized by the permit or by September 15 of each year for a multiple-year permit, whichever is earlier, unless prior approval for an extension is obtained from BLM's authorized officer.
5. State and local laws and ordinances apply to all BLM-administered public land. This includes, but is not limited to, laws and ordinances governing (a) operation and use of motor vehicles, aircraft, and boats; (b) hunting and fishing; (c) use of firearms; (d) injury to person or destruction of property; (e) air and water pollution; (f) littering; (g) sanitation; and (h) use of fire.
6. Special Recreation Permits (SRPs) for commercial recreation uses requiring a license or licenses from the State of Oregon (i.e., Oregon State Marine Board) will be valid only when accompanied by a valid State license.
7. BLM reserves the right to alter the terms, conditions or stipulations of a permit at any time for reasons such as significant policy, administrative procedure or stipulation change. BLM will give Broken Trails, Inc., notice in advance of the change in terms and conditions of the permit. If changes are to occur, Broken Trails, Inc., will be given the opportunity to meet and discuss any potential changes in a timely manner.
8. Failure to meet the terms, conditions or stipulations of the permit may result in probation or suspension of Broken Trails, Inc., or cancellation of the permit. It may also result in BLM's refusal to issue a permit and/or Annual Operating Authorization for subsequent years.

9. For multiyear permits, the following actions will result in permit cancellation and will require Broken Trails, Inc., to apply for a new permit:
 - a. Failure to meet yearly requirements (i.e., insurance, Oregon State Marine Board, and user fees).
 - b. Two consecutive seasons of nonuse.
10. Broken Trails, Inc., will notify BLM of any accidents occurring on the public land which result in loss of life, loss of consciousness, disabling of individuals in excess of 24 hours, having to secure medical treatment or property damage in excess of \$100, and will submit a detailed written report to BLM within 10 days from the date of the accident.
11. Broken Trails, Inc., shall display the Burns District outfitter/guide logo on dash of vehicle while in the field.

General

1. Broken Trails, Inc., is responsible for knowing where Wilderness and Wilderness Study Area (WSA) boundaries are and use restrictions that apply to operations within these areas. Maps and information concerning restrictions are available at the Burns District Office.
2. Broken Trails, Inc., is responsible for knowing and complying with Off-Highway Vehicle (OHV) designations and restrictions that may exist within the area of operation. Permit issuance does not waive any OHV use restrictions, whether local, State or Federal. OHV information is available at the Burns District Office.
3. Broken Trails, Inc., its employees and clients will not interfere with other valid uses occurring on the public land such as grazing, mining, and other recreational uses (including commercial and private).
4. BLM reserves the right to close various sites and/or areas of the public land to prevent resource damage and use conflicts, and to promote visitor safety.
5. Issuance of a permit by BLM does not guarantee use of specific public areas by Broken Trails, Inc., nor does it grant the exclusive use of any area by Broken Trails, Inc.
6. Issuance of a permit by BLM does not guarantee legal access to public land. Access to public land by Broken Trails, Inc., is assured only when legal access for the general public is available. Where legal public access is not available, it is the responsibility of Broken Trails, Inc., to obtain permission from the landowner(s) to travel through or use private land. Broken Trails, Inc., must supply the BLM with a letter of authorization from the landowner for use of private land.

7. BLM has no authority to permit or regulate use of non-BLM land (i.e., private, State, and other Federal) unless provided for by cooperative agreement.
8. Broken Trails, Inc., is responsible for all actions of its employees and clients on both public and private lands.
9. No one shall intentionally or wantonly destroy, deface, remove or disturb any public building, sign, equipment, marker or other government property, cultural sites, historic structures, natural features, vegetation or wildlife, except as legally taken.
10. Nothing in this permit will be construed as a license for Broken Trails, Inc., its employees or clients to use areas of public land which are otherwise restricted or closed (e.g., restrictive OHV designation areas).

Sanitation and Aesthetics

BLM strongly encourages all outfitters to pack human waste out of the back country and dispose of it in a proper manner.

1. Operation and maintenance of all sanitation, food service, water supplies, systems, and facilities shall comply with the standards of the local and State departments of health services.
2. Broken Trails, Inc., shall dispose of refuse resulting from the permitted use, including waste material, garbage, and rubbish of all kinds in the following manner, and shall guard the purity of streams and other bodies of water:
 - a. Tin cans, spent brass, bottles, metal, foil, and other unburnable materials will be packed out, not buried. All refuse not burned will also be packed out.
 - b. Pit-type or portable toilets, with or without tent coverings, are mandatory at all camps having more than 10 people or being used for more than one night. Toilet pits will be filled with earth when excrement reaches 1-foot below ground level, and a new pit will be dug. All pits will be intermittently covered with earth when used, and will be covered with earth to the level of the original ground surface when use is terminated. All toilet paper will be packed out. Burning or burying toilet paper will not be allowed.
 - c. No waste or byproducts shall be discharged if they contain any substances that would result in substantial harm to fish and wildlife or to human water supplies, including streams, reservoirs, and lakes.
3. All washing activities will be done at least 200 feet from any water source. Waste water will be scattered over a wide area at least 200 feet from any water source.

4. Broken Trails, Inc., shall protect the scenic aesthetic values of the area under permit and the adjacent land, insofar as practical, while exercising privileges granted during setup, operation, and maintenance of the permitted operation. When camps or other facilities are dismantled, the area shall be left in a natural state.

Fires

1. Broken Trails, Inc., will check with the Burns District Office during the summer and fall for updates on fire conditions and if any "fire closures" are in effect.
2. The use of fire pans is strongly encouraged. All ashes should be packed out with your waste materials.
3. All types of open fires will be built only in areas that are free of trees and shrubs. No new fire rings will be constructed where rings already exist (use of gas stoves is encouraged, and packing of fuel may be necessary to supplement naturally available firewood). Open fires may be prohibited during certain periods depending on fire danger.
4. No campfires will be left unattended. Broken Trails, Inc., is solely responsible for all fires which Broken Trails, Inc., its employees or clients start.
5. Fires and stoves are prohibited within old cabins or historic structures.
6. Cutting or gathering firewood from historic structures or from standing trees (live or dead) is prohibited.
7. Broken Trails, Inc., will be held responsible for fire suppression costs resulting from wildfire caused by Broken Trails, Inc., its employees or clients.
8. Wildfires shall be reported immediately to the nearest BLM office. Broken Trails, Inc., is responsible for informing its employees, clients, and participants of the current fire danger and required precautions that may be placed in effect by the BLM or the State of Oregon.

Campsites

1. No year-round, permanent camps will be established on BLM-administered public land.
2. Broken Trails, Inc., will use established campsites, rather than creating new impacts at a new campsite.
3. All temporary improvements must be described in the permit application and are subject to approval by BLM's authorized officer.
4. Standing trees (live or dead) will not be cut or used in constructing temporary facilities.

5. Food and/or equipment caches will not be allowed unless prior approval is obtained from BLM's authorized officer. Location(s) of proposed cache(s) must be described in the permit application.
6. Picket lines or other livestock restraint or containment methods will be used to prevent trampling of root systems and other damage to living trees.
7. Issuance of an SRP does not authorize use of public campgrounds by Broken Trails, Inc., unless approved by BLM's authorized officer.
8. Issuance of a permit by BLM does not guarantee use of any specific campsite(s) by Broken Trails, Inc., unless Broken Trails, Inc., has reserved the site.

Noxious Weeds

1. Pack and riding stock will be brushed and hooves or feet will be cleaned prior to loading to remove any noxious weed seeds from their coats.
2. All pack or riding stock will be fed weed-free hay or commercially-processed feed for at least 3 days prior to being transported.
3. Any supplemental feed will be weed free or commercially-processed feed. Supplemental feed will be fed from containers.

Leave No Trace

1. Broken Trails, Inc., will use the "Leave No Trace" outdoor skills and ethics guidelines from the following:
 - Western River Corridors
 - Desert and Canyon Country

These publications are available from the Burns District Office and provide information "Leave No Trace" camping and sanitation.

Guidelines

1. First aid equipment needs should be determined by the size of the group. A 24-unit first aid kit is usually adequate for most field emergencies.

CERTIFICATION

As applicant for a Special Recreation Permit and as the responsible party for all actions associated with the permit, I certify that I have read, understand, and agree to all the Special Stipulations listed above and on the reverse side of the Special Recreation Application and Permit (Form 8370-1).

signature on file
Permittee's Signature

Date